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# INSURANCE LAW

FALL 1994

SUPPLEMENTARY READING MATERIALS

Volume 1

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Mr. H.B. Radomski

**Insurance Law**

**Fall Term 1992**

**Mr. H. B. Radomski**

## I. History and Basic Theory of Insurance

Marvin G. Baer and James A. Rendall, Cases on the Canadian Law of Insurance, pp. 3-14, 20-32.

Brown and Menezes, Insurance Law in Canada, 1982, pp. 1-4.

## II. What is Insurance?

Brophy v. North American Life Insurance Company (1902), 32 S.C.R. 261.

Vezina v. N.Y. Life Ins. Co. (1881), 6 S.C.R. 30.

Gaming Act, R.S.O. 1980, c.183.

Baer and Rendall, pp. 14-20, 35-42, 50-53, 56-61, 63-73, 78-79.

Borg-Warner Acceptance Canada Ltd. v. Law Society of New Brunswick (1988), 30 C.C.L.I. 154 (N.B.Q.B.).

## III. Insurable Interest

Baer and Rendall, pp. 107-115, 117-131, 135-147.

Milos Equipment Ltd. v. Insurance Corp. of Ireland et al. (1988), 34 C.C.L.I. 102 (B.C.S.C.).

Hamzeh v. Safeco. Insurance Co. of America (1988), 32 C.C.L.I. 83 (Alta. Q.B.).

Scott v. Wawanesa Mutual Ins. Co., [1989] 1 S.C.R. 1445.

Bertram Harnett and John V. Thornton, "Insurable Interest in Property: A Socio-Economic Reevaluation of a Legal Concept", Columbia Law Review 48 (1948), 1162-1188.

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## IV. Special Nature of Insurance Contracts: "utmost good faith"

Baer and Rendall, pp. 342-350, 353-366, 369-372, 374-379, 382-389, 392-403.

Banque Financière de la Cité S A v. Westgate Ins. Co. Ltd., [1989] 2 All E.R. 952 (C.A.); [1990] 2 All E.R. 947 (H.L.).

Canadian Indemnity Co. v. Canadian Johns-Manville Co. (1990), 50 B.L.R. 1 (S.C.C.).

The Coronation Insurance Co. v. Taku Air Transport Ltd., [1991] 3 S.C.R. 622.

## V. Discrimination

Samuel A. Rea, Jr. and Michael J. Trebilcock, Rate Determination in the Automobile Insurance Industry in Ontario: The Use of Age, Sex and Marital Status as Rating Variables, Insurance Bureau of Canada, 1981., pp. 5-7, 15-24, 27-30, 34, 36-37, 39-48, 70-78, 86-91.

Re Bates and Zurich Ins. Co. (1987), 23 C.C.L.I. 130 (Ont. Div. Ct.); (1989), 70 O.R. (2d) 639 (C.A); June 25, 1992 (S.C.C.).

Heerspink v. I.C.B.C., [1982] 2 S.C.R. 145.

Royal Insurance Co. v. Ontario Human Rights Commission et al (1985), 12 C.C.L.I. 297 (Ont. Div. Ct.).

Leroux v. Co-operators General Insurance Co. (1991), 4 O.R. (3d) 609 (C.A.).

Miron and Valliere v. Tridel, et al (1991), 4 O.R. (3d) 623 (C.A.).

Ontario Human Rights Code, ss. 1, 3, 8, 21.

## VI. Role of Intermediaries

Baer and Rendall, 413-422, 429-439, 440-456, 464-472, 477-485.

## VII. The Contract: Form and Formation

Baer and Rendall, pp. 491-495, 496-501, 502-505, 506-508, 515-528, 532-535, 537-540, 542-545

## VIII. Cover

Baer and Rendall, pp. 547-557, 558-562, 567-575, 578-582, 597-610, 616-625, 631-636, 644-646.

ProWest Trucking Ltd. v. Insurance Corp. of British Columbia (1988), 32 C.C.L.I. 15 (B.C.S.C.).

American Home Assurance Co. et al. v. Nichols, [1990] 1 S.C.R. 801.

## IX. The Claims Process

Baer and Rendall, 647-653, 654-658, 661-664, 665-669, 680-692, 696-705, 708-716, 725-728.

American Home Assurance Co. et al. v. Nichols, [1990] 1 S.C.R. 801.

Miracle v. Travellers Indemnity Co., [1991] 2 S.C.R. 50.

## X. Subrogation

Baer and Rendall, 211-219, 223-227, 232-237, 238-243, 245-254, 258-264, 266-270, 273-278.

## XI. Coordinating Coverage

Baer and Rendall, pp. 288-291, 292-298, 298-307, 311-313, 322-331, 332-341.

## XII. Automobile Insurance - Fault v. No Fault

Report of Inquiry into Motor Vehicle Accident Compensation in Ontario, 1988.
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| Table based on pp. 258-261 | (claims survey) |
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